

1       **SETTLEMENT AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND**  
2       **MARIETTA KRUELLS**

3               This Settlement Agreement ("Agreement") is made and entered into by and among the  
4       County of Los Angeles ("County") and Marietta KrueLLs ("KrueLLs") (collectively referred to  
5       herein as the "Parties").

6                               **RECITALS**

7               **WHEREAS**, on July 19, 2005, Plaintiff Save the Altadena Trails ("STAT") filed a lawsuit  
8       (hereinafter "STAT Lawsuit") against the County and the La Vina Homeowners Association  
9       ("HOA") in Los Angeles Superior Court, case number GC 035654, seeking to obtain the  
10      dedication of public trails easements from the HOA to the County, seeking to require the County  
11      to enforce various entitlements related to the La Vina subdivision, and seeking other relief;

12              **WHEREAS**, on July 21, 2005, Plaintiff County filed a lawsuit against the HOA in Los  
13      Angeles Superior Court, case number BC 336895, (hereinafter the "County Lawsuit") seeking to  
14      require compliance with County entitlement documents and the Declaration of Restrictions  
15      requiring public hiking and equestrian trails in the open space parcels surrounding the La Vina  
16      subdivision;

17              **WHEREAS**, on July 21, 2005, KrueLLs and another plaintiff filed a lawsuit in Los Angeles  
18      Superior Court, case number GC 035668, ("KrueLLs Lawsuit") against the HOA, the County, and  
19      other parties raising related and similar claims as those raised in the STAT Lawsuit;

20              **WHEREAS**, the County Lawsuit was consolidated with the STAT Lawsuit and the  
21      KrueLLs Lawsuit and the County Lawsuit proceeded to trial while the STAT Lawsuit and KrueLLs  
22      Lawsuit were stayed;

23              **WHEREAS**, following a 23-day trial, the Trial Court ruled for the County on all claims  
24      and entered Judgment requiring the HOA to dedicate two public trail easements to the County;

25              **WHEREAS**, the HOA appealed from the Trial Court's judgment in favor of the County  
26      and from the award of attorneys fees. On April 5, 2010, the Court of Appeals affirmed in full the  
27      Trial Court's judgment and the HOA chose not to seek review from the California Supreme Court  
28

1 and the Judgment, attorneys' fee award, and award of costs are now final;

2       **WHEREAS**, the Judgment entered by the Trial Court in the County Lawsuit requires that  
3 the HOA convey two public trail easements to the County within thirty (30) days of the County  
4 providing the HOA with a legal description of the two trail easements and requires that the HOA  
5 cooperate with, and provide access to, the County to enable the County to conduct field work and  
6 mapping to layout the trail easement routes necessary to comply with the Judgment in the County  
7 Lawsuit;

8       **WHEREAS**, the County has retained consultants with trail design experience to conduct  
9 field work to identify two trail easements that are consistent with best practices for trail design,  
10 sustainability, and other factors and, as a result of this process, the County has identified two trail  
11 easement routes ("County Trail Easement Routes") that in the County's view substantially conform  
12 to the two trails on Conditional Use Permit ("CUP") Exhibit A and the Tentative Vesting Tract  
13 Map dated February 1996 ("VTTM") as required by the Judgment in the County Lawsuit. The  
14 two County Trail Easement Routes are illustrated in the graphic exhibit attached hereto as Exhibit  
15 A;

16       **WHEREAS**, the County denies any wrongdoing and submits that claims raised by Kruells  
17 Lawsuit are moot as to the County;

18       **WHEREAS**, the Parties wish to finally resolve the Kruells Lawsuit and to move forward  
19 with the dedication of the County Trail Easement Routes without further dispute and to avoid the  
20 costs and uncertainties involved with further litigation; and,

21       **NOW, THEREFORE**, in consideration of the promises, covenants, representations, and  
22 agreements herein contained, the Parties agree as follows:

23       **1.       County Trail Easement Routes.**

24       Kruells represents that she accepts the County Trail Easement Routes attached hereto as  
25 Exhibit A as complying with the Judgment in the County Lawsuit and as substantially conforming  
26 with the CUP Exhibit A and the VTTM, except as follows:

27       Kruells asserts that the East Trail between Points C and D as illustrated on Exhibit B  
28 hereto, should follow the alignment depicted on the CUP Exhibit A and the VTTM, which is

1 illustrated in pink on Exhibit B and referred to as the "Tentative Tract Alignment." The County  
2 asserts that the trail easement alignment referred to as the "LA County Alignment" and depicted in  
3 blue on Exhibit B for the East Trail between Points C and D substantially conforms to the CUP  
4 Exhibit A and the VTTM and complies with the Judgment. The Parties will jointly move the  
5 Court for a determination as to whether and to what extent the East Trail between Points C and D  
6 on Exhibit B should, in compliance with the Judgment, follow the LA County Alignment for the  
7 East Trail (as marked in blue on Exhibit B) or the Tentative Tract Alignment (as marked in pink  
8 on Exhibit B) as asserted by Kruells. As part of said motion, the County and Kruells shall submit  
9 their own points and authorities in support of their respective positions and will give the HOA  
10 notice of the motion and an opportunity to file a response to the motion. The Parties agree that  
11 they will accept the Court's decision on this issue as final and will not appeal or challenge the  
12 Court's decision.

13       **2. Construction and Usage of East Trail**

14       **A. Agreement Concerning Interpretation of Judgment Provision**

15       With respect to that part of the Judgment entered in the County Lawsuit that reads as  
16 follows, "The public trail easement for the trail on the east side of the La Vina development,  
17 commonly referred to as the Sunset Ridge Connector Trail or East Trail, shall allow for multiple  
18 uses, including hiking and equestrian uses[,]" Kruells believes that the term "multiple uses" in this  
19 particular context means and includes only hiking and equestrian uses. The Parties acknowledge  
20 that the term "multiple uses" has other meanings in other contexts and for other County trails. The  
21 Parties agree that Kruells will file a regularly noticed motion wherein the Court will be informed  
22 that as condition of this settlement agreement, the Parties request that the Court determine whether  
23 Kruells' interpretation of the above quoted portion of the Judgment is correct. The County retains  
24 its right to oppose said motion and Kruells agrees that it will give notice to the HOA of the motion  
25 in the same manner it provides notice to the County. The Parties further agree that they will  
26 accept the Court's decision on this issue as final and will not appeal or challenge the Court's  
27 decision. .  
28



1           **B. County Agrees to Construct the Eastern Trail.**

2           It is agreed that the County will construct a trail on the trail easement to be obtained by the  
3 County from the HOA, on the eastern side of the La Vina subdivision, as depicted on the right side  
4 of Exhibit A (subject to any modification as required by the Court's decision as provided in  
5 paragraph 1 above). The County agrees that the construction of this trail shall be designed so that:

- 6           (1) Trail grades shall not exceed 10%, except where necessary due to the terrain in order to  
7           avoid excessive switchbacks;
- 8           (2) The trail shall be generally six (6) feet wide. Where reasonably practicable, the  
9           minimum tread width at the corners of switchbacks shall be eight (8) feet;
- 10          (3) Where reasonably practicable, overhead vertical clearance above the trail tread is ten  
11          feet (10) and vegetation shall be selectively cleared around curves to provide minimum  
12          100-foot sight lines at time of construction;
- 13          (4) In all other respects where reasonably practicable it will be consistent with the County  
14          of Los Angeles Trails Manual currently under consideration for adoption by the  
15          County.

16           **3. Dismissal with Prejudice of County.**

17          Within ten (10) calendar days from the execution of this Agreement, Kruells shall notify  
18 the Court that upon the Court's resolution of the matters described in Section 1 and 2A above, she  
19 will dismiss the County from the Kruells Lawsuit with prejudice. To effectuate such resolution,  
20 the County will agree to extend for a reasonable period the five year deadline for bringing a case  
21 to trial.

22           **4. Kruells Agrees Not to Challenge in any way the County Trail Easement**  
23 **Routes.**

24          Kruells agrees that after the effective date of this Agreement, Kruells shall not appear in,  
25 participate in, or seek to intervene in, the County Lawsuit and shall not file any legal challenge  
26 against the County on the issues raised in the STAT Lawsuit, Kruells Lawsuit, and the County  
27 Lawsuit except as necessary to secure the enforcement of the provisions of Section 2 of this  
28 Agreement. Kruells agrees that after the effective date of this Agreement, she will not aid, assist,

1 or represent in any way, any person or party adverse to the County in any legal or administrative  
2 challenge brought against the County on the issues raised in the STAT Lawsuit, Kruells Lawsuit,  
3 and the County Lawsuit.

4 **5. Each Party to Bear its Own Attorneys Fees and Costs.**

5 The County and Kruells agree that they shall each bear their own costs and attorneys fees  
6 in relation to the Kruells Lawsuit.

7 **6. Kruells Release of County.**

8 Except for the County's obligations under this Agreement, Kruells hereby releases and  
9 forever discharges the County and the County's respective departments, divisions, elected  
10 officials, appointed officials, employees, agents, predecessors, successors, assigns, attorneys,  
11 insurance carriers, principals, and representatives (hereinafter "County Released Parties") from  
12 any and all claims, disputes, demands, liabilities, causes of action, debts, obligations, losses, or  
13 damages of any nature, character, or description whatsoever, whether known or unknown,  
14 suspected or unsuspected, anticipated or unanticipated, which Kruells ever had, now have, or may  
15 have, or shall or may hereafter acquire, arising out of the STAT Lawsuit, Kruells Lawsuit, and the  
16 County Lawsuit, regardless of whether any unknown, unsuspected, or unanticipated claim would  
17 materially affect Kruells' decision to settle or compromise.

18 **7. Kruells Waiver of California Civil Code Section 1542.**

19 With respect to the STAT Lawsuit, Kruells Lawsuit, and the County Lawsuit, and except  
20 for Kruells' claims against the other (non-County) parties to those actions Kruells hereby  
21 expressly, voluntarily, and knowingly waives, relinquishes, and abandons each and every right,  
22 protection, and benefit to which Kruells would be entitled to, now, or at any time hereafter,  
23 including all rights under section 1542 of the California Civil Code, which provides as follows:

24 **"A general release does not extend to claims which the creditor**  
25 **does not know or suspect to exist in his or her favor at the time**  
26 **of executing the release, which if known by him or her must**  
**have materially affected his or her settlement with the debtor."**

27 Kruells expressly waives the provisions of California Civil Code section 1542 and acknowledges  
28 that Kruells is aware that facts or claims, in addition to or different from those that are now known

1 or believed to exist with respect to the County Released Parties arising from the facts alleged in  
2 the STAT Lawsuit, in the Kruells Lawsuit, and in the County Lawsuit may be discovered in the  
3 future, and that it is Kruells' intention to fully and forever settle and release any and all such  
4 matters, claims, and disputes, whether known or unknown.

5 **8. Entire Agreement.**

6 This Agreement contains the entire agreement and understanding among the Parties, and  
7 supersedes and replaces all other prior negotiations, proposed agreements, and agreements,  
8 whether written or oral.

9 **9. Amendment.**

10 No amendment, modification, waiver, or termination of this Agreement shall be binding  
11 unless executed in writing by the Parties.

12 **10. Choice of Law.**

13 This Agreement shall be construed, interpreted, and enforced in accordance with the laws  
14 of the State of California. Any legal or administrative action arising out of this Agreement shall  
15 be conducted in Los Angeles County, California.

16 **11. Action to Enforce.**

17 If either of the Parties brings an action or commences any proceedings to enforce or  
18 interpret the provisions of this Agreement, or an action or proceeding against one or more of the  
19 County Released Parties or Kruells for any claim released herein, if the Court determines that the  
20 action or proceeding was brought or opposed without a reasonable basis, the prevailing Party shall  
21 recover its reasonable attorney's fees and other expenses incurred in connection with any such  
22 action or proceeding, in addition to any other relief to which such Party may be entitled.

23 **12. No Reliance on Others.**

24 The Parties warrant and represent that they are not relying and have not relied on any  
25 representation or statement made by the other Party with respect to this Agreement nor with regard  
26 to their rights or asserted rights, and have had an opportunity to seek advice of counsel of their  
27 choosing and hereby assume the risk of all mistakes of fact.



1           **13.    Counterparts.**

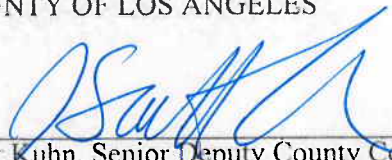
2           This Agreement, and any and all amendments to it, may be executed in counterparts, each  
3 of which shall be deemed an original, and all of which, taken together, shall constitute a single  
4 instrument.

5           **14.    Authority.**

6           By signing below, each of the Parties represents it has all the requisite power to carry out  
7 its obligations under this Agreement and that execution, delivery, and performance of this  
8 Agreement have been duly authorized by such Party.

9  
10 Dated: Sept. 14, 2011

COUNTY OF LOS ANGELES

  
\_\_\_\_\_  
Scott Kuhn, Senior Deputy County Counsel  
OFFICE OF THE COUNTY COUNSEL

Attorneys for the County of Los Angeles

15  
16 Dated: 8/10, 2011

MARIETTA KRUELLS

17  
18 By: Marietta KrueLLs  
19 Marietta KrueLLs

20 Approved as to Form:

21  
22 Dated: 8/11, 2011

By: Stephen R. English  
Stephen R. English  
ENGLISH, MUNGER & RICE

Attorneys for Plaintiff Marietta KrueLLs

EXHIBIT A



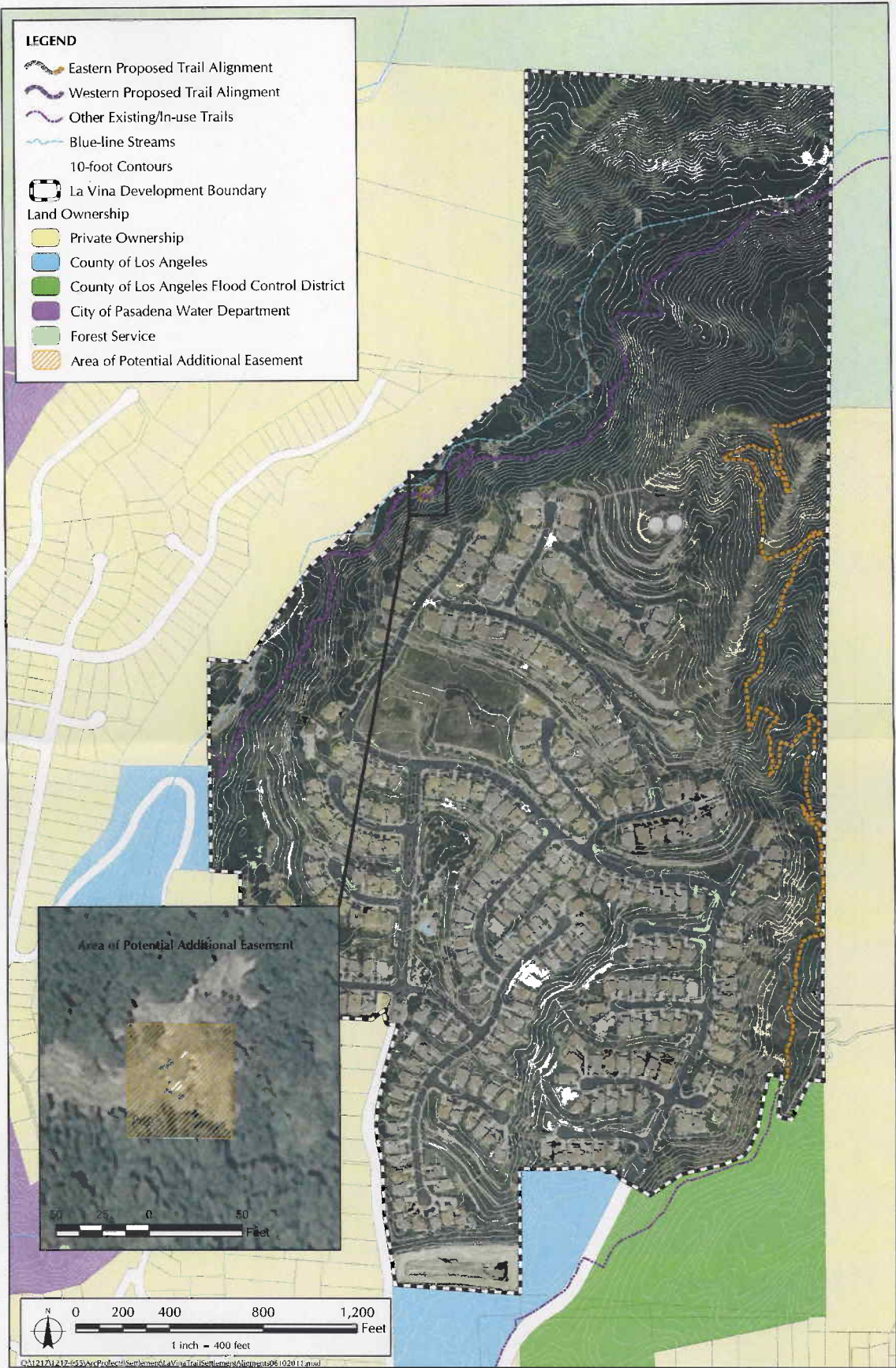


EXHIBIT B



## La Vina Trail Easements Profile Analysis - Revised "D" Location